

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FISCAL YEAR 2005

ALTERNATIVE WATER SUPPLY

Funding Program Guidelines and Application

sfwmd.gov

A message ...



For more than a decade, the South Florida Water Management District has been engaged in cooperative funding programs for alternative water supply projects.

Vastly increased demands on natural supplies of fresh water led the Florida Legislature in 1995 to enact Florida Statute 373.1961(2). This statute fulfills the legislative intent that the Water Management Districts share a portion of their ad valorem revenue with those entities willing to develop cost-effective, safe and appropriate alternative water supplies.

Historically drought conditions have emphasized the need to develop reliable alternative supplies of water. To that end, the 2005 Funding Program Guidelines describe the requirements for the alternative water supply grant program and provide instructions on how to apply for funding for capital projects involving alternative water supply development. Many working projects in south Florida have been funded using this program, saving or offsetting millions of gallons of water every day.

On behalf of the South Florida Water Management District, I encourage you to use this opportunity to apply for funding to implement capital facilities for alternative water supply systems within your municipality or utility serviced areas.

Through the development of alternative water supplies, we can reduce or eliminate many of the threats to our water supply and to the environment, extending our water supplies well into the future.

A stylized, handwritten signature in black ink, appearing to read 'Henry Dean'.

Henry Dean
Executive Director



**FUNDING APPLICATION DEADLINE
AND
MAILING INSTRUCTIONS**

Deadline: April 1, 2004, 4:00 p.m. EST (close of business)

Copies and Container: 10 total copies of the application (including 1 marked “Original”) shall be submitted in a sealed container.

The sealed container shall be clearly marked on the outside, “Alternative Water Supply Funding Application–AWS FY 2005, Attention Penny Burger” including the Applicant’s return address. The South Florida Water Management District (SFWMD or District) assumes no responsibility for applications not properly marked. Receipt of an application by a District office, receptionist or personnel other than the Procurement Division does not constitute “delivery.” Applications submitted via facsimile transmission shall not be accepted.

Submit To: South Florida Water Management District
Procurement Division, B-1 Building, 2nd Floor
3301 Gun Club Road
West Palm Beach, FL 33406

Inquiry Period: January 16, 2004 to March 31, 2004
The Applicant may contact the District to discuss its proposed application. Inquiries will not be entertained beyond April 1, 2004 at 4:00 p.m. EST

Inquiries To: Penny Burger, Contract Administrator
Telephone No. (561) 682-2536
Fax No. (561) 682-5283

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Mission statement

The Mission of the South Florida Water Management District is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply.

We are continually working to restore and manage ecosystems and protect water quality – from the central Florida’s Kissimmee River to Lake Okeechobee, and from coast to coast, spanning the peninsula from Fort Myers to Fort Pierce, south through the sprawling Everglades to Florida Bay. We are also working to improve and plan for long-term water supply and flood control needs through a number of District programs.

POLICIES AND GUIDELINES

General Requirements

This section contains general information about the requirements for the funding program. The application information and review process is provided in the subsequent sections. Every applicant must follow the requirements in this section.

Definitions

“Applicant” - All governmental entities including water providers and users, local governments, water, wastewater and reuse utilities, municipal, industrial and agricultural water users, public and private water users.

“Application” - A written document from the Applicant seeking an award from the District pursuant to this funding program.

“District” - The South Florida Water Management District.

“Funding” - An allotment of monies disbursed towards the payment of capital or infrastructure costs for the construction of alternative water supply systems that provide alternative water supplies.

“Ineligible” – A determination that the application does not comply with the material requirements of this funding program.

“Project” - The written description included in the application that shall determines the eligibility for funding.


“Project Cost” - The total capital or infrastructure cost of an alternative water supply project located within the South Florida Water Management District.

“Recipient” – An applicant that has been awarded District funding in support of a project.

“REDI” – The Rural Economic Development Initiative (REDI), as defined in Section 288.0656 of the Florida Statutes (F.S.), specifies that REDI communities do not have to provide matching funds for financial match programs.

Application Submission

All applications shall be submitted in a sealed container and received by the District on or before April 1, 2004 by 4:00 p.m. EST. The sealed container shall be marked on the outside as follows: “Alternative Water Supply Funding Program – AWS FY 2005, Attention: Penny Burger” with the Applicant’s name and return address. The District assumes no responsibility for applications



not properly marked or delivered. No applicant-initiated amendments postmarked after the final deadline will be accepted by the District.

Administrative Compliance Policy

Applications shall not be accepted from organizations that have overdue or outstanding reports on prior funding received from the District. Applications shall not be accepted from any entity on the state's convicted vendor list, or the District's suspended contractor list. The Alternative Water Supply (AWS) Funding Selection Committee shall be advised of the Applicant's previous compliance ability.

Eligibility

To be eligible, entities shall comply with all of the following requirements:

- be a public or private water provider or user
- be operational for at least one year at the time of application and produce certification from the Florida Secretary of State. (If the Applicant is a corporation or partnership, verify the Applicant's corporate status and good standing. If the Applicant is an out of state corporation, provide evidence of authority to conduct business in the State of Florida.)
- submit a completed and signed application packet and nine (9) collated copies for a grand total of ten (10) application packets (see Application Instructions section for further information)
- have satisfied the administrative requirements of previous funding received from the District
- agree and be able to match at least 50 percent (50%) of the total capital or infrastructure costs for the construction of an alternative water supply system unless the Applicant is a Rural Economic Development Initiative (REDI) community (see Definitions section for further information)
- provide a letter from the local government's land use planning authority certifying that the project is consistent with the local government's comprehensive plan
- prove that the local government requires all appropriate new facilities within the project service area to connect and use the project's alternative water supplies
- prove that funding support shall be applied only for the payment of capital or infrastructure costs for the construction of alternative water supply systems
- include the completed permit application from the appropriate regulator
- not be on the District's Suspension of Contractors list

Failure to comply with any of the requirements above shall render the application "ineligible." The District will notify applicants of their eligibility.

Funding Compliance Review

The District shall ensure the proper use of funding by requiring that recipients comply with the terms and conditions of the funding agreement. Additionally, the District shall ensure compliance by conducting:

- on-site visits of the project
- a thorough review of District deliverables, especially review of the final project deliverable

Periodically, the District shall perform audits to ensure funding objectives are being met.

Funding Costs

Allowable Costs:

Funding may only be used for the construction of the capital project identified in the application.

Non-allowable Costs:

- expenses incurred or obligated prior to, or after, the funding period
- lobbying or attempting to influence federal, state or local legislation
- bad debts, contingencies, fines and penalties, interest and other financial costs
- private entertainment, food, beverages, plaques, awards or scholarships
- projects restricted to exclusive participation, which shall include restricting access programs on the basis of sex, race, color, national origin, religion, handicap, age or habitat
- funding used to underwrite other funding programs
- contributions and donations to other organizations
- projects that are research or design in scope

Withdrawal of Application

Applicants may withdraw their submitted application by notifying the District either in writing or in person through an authorized representative, at any time **prior to the submission deadline**. Any individual making the withdrawal shall provide evidence that he/she is an authorized representative of the Applicant. Applications, once received, become the property of the District and shall not be returned to the Applicant even when they are withdrawn from consideration. Applications, once opened, may not be withdrawn or modified except to the extent agreed to by the District.

Application Development Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of the funding application, nor shall the said expenses be reimbursed using the funding program. All information in the application shall be provided at no cost to the District.

Disclosure

Upon receipt, applications become “public records” and shall be subject to public disclosure consistent with Chapter 119, F.S. To invoke any exemption to disclosure provided by law, the Applicant shall provide specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Should the Applicant assert any such exemptions, the burden of establishing the exemption shall be upon the Applicant.

Rejection of Applications

The District reserves the right to reject any and all applications when such rejection is in the District’s interests. The District may waive minor irregularities contained in an application. A minor irregularity is a variation from the application process that does not affect the requested funding amount, or does not give an applicant an advantage or benefit not enjoyed by other applicants, or does not adversely impact the interests of the District. The District may also re-advertise and solicit for other applications when it is considered to be in the District’s interests to do so. The District further reserves the right to cancel this application process at any time if it is in the District’s interest to do so.

Award

The Applicant understands that this application does not constitute an agreement with the District. No agreement is binding or official until applications are reviewed and accepted by the established AWS Funding Selection Committee, approved by the District’s Governing Board, and the parties duly execute an official agreement. The District reserves the right to not issue any funding whatsoever, if to do so is in the best interest of the District. Acceptance of funding indicates a willingness of the utility manager or staff to serve on the Selection Committee for future projects. In addition, recipients of Floridan Aquifer or reuse projects are expected to participate in the District’s data gathering efforts. If funding is awarded, instructions will be provided with the future contract.

Funding Policy

The maximum funding amount that may be requested is 50 percent (50%) of the total construction cost of a capital project. All projects funded by the District shall be completed within thirty-six (36) months from the date of the encumbrance of funds. The Rural Economic Development Initiative known as “REDI,” defined in s. 288.0656, F.S., specifies that REDI communities do not have to provide matching funds for financial match programs, but shall accept the grant award amount as designated by the South Florida Water Management District Governing Board (s. 288.06561, F.S.).

Waiver of Reduction of Matching Funds: A local government that qualifies as a “rural community” under s. 288.0156, F.S. may request a waiver or reduction in the match requirement for this program pursuant to s. 288.06561, F.S. A local government requesting such a waiver shall submit verification of its qualifications as a “rural community” from the Office of Tourism, Trade and Economic Development (OTTED).

The REDI community areas within District boundaries include: DeSoto, Glades, Hendry, Highlands and Okeechobee Counties; City limits of Pahokee, Belle Glade and South Bay; Round II Federal Rural Enterprise Community area around Immokalee. However, the “rural community” designation may change and it is incumbent upon the Applicant to determine whether it is a REDI community.

Indemnification

The indemnification clause stated in the Agreement shall only apply to investor-owned utilities or private entities.

Workshop Schedule

Listed below is the public workshop schedule for the Alternative Water Supply (AWS) Grant Program. These workshops are intended to inform the general public and to inform and assist potential applicants about funding for the AWS Grant Program.

The following sites will be hosting public workshops:

<i>Orlando</i> Orlando Service Center	February 5, 2004 1:30 p.m. – 3:30 p.m.	1707 Orlando Central Pkwy., Ste. 200 Orlando, FL 32809 1-800-250-4250
<i>Martin/St. Lucie</i> Martin/St Lucie Service Center	February 6, 2004 10:00 a.m. – 12:00 noon	210 Atlanta Ave. Stuart, FL 34994 1-800-250-4100
<i>West Palm Beach</i> West Palm Beach SFWMD Headquarters	February 13, 2004 10:00 a.m. – 12:00 noon	3301 Gun Club Rd. Bldg. B1-Auditorium West Palm Beach, FL 33406 1-800-432-2045 extension 6155 or 2536
<i>Florida Keys</i> Florida Keys Service Center	February 20, 2004 1:30 p.m. – 3:30 p.m.	10 High Point Rd., Ste. B Plantation Key, FL 33070 1-800-464-5067

<i>Okeechobee</i> Okeechobee Service Center	March 5, 2004 10:00 a.m. – 12:00 noon	205 North Parrott Ave. Ste. 201 (2 nd Floor, Bank of America Bldg.) Okeechobee, FL 34972 1-800-250-4200
<i>Fort Myers</i> Lower West Coast Regional Service Center	March 9, 2004 1:30 p.m. – 3:30 p.m.	2301 McGregor Blvd. Fort Myers, FL 33901 1-800-248-1201
<i>Miami-Dade</i> Miami Field Station	March 16, 2004 10:00 a.m. – 12:00 noon	9001 NW 58th St. Miami, FL 33178 1-305-513-3420
<i>Broward</i> Fort Lauderdale Field Station	March 18, 2004 10:00 a.m. – 12:00 noon	2535 Davie Rd. Davie, FL 33317 1-954- 452-4814

For further information contact either Penny Burger (561) 682-2536 or Sharon Fowler (561) 682-6155 or go to the District web site http://www.sfwmd.gov/org/mso/pro/3_procure4.html.

APPLICATION PROCESS

Public Workshops

The Selection Committee shall afford the public the opportunity to make oral presentations of eligible projects. The applications will be evaluated and scored in consideration of both the written application and the public workshop. The District will schedule all such workshops. After one or more workshops to solicit public input on eligible projects, the Selection Committee shall rank the eligible projects and submit them to the Governing Board for recommendation of final funding approval.

Application Review Process

The District staff, acting in a technical advisory role, will review each application overall, especially for consistency with the District's consumptive use permitting goals, planning objectives and other criteria. Any inconsistencies or permit issues will be communicated to the Selection Committee. For more information, please refer to the Goals and Objectives of the Regional Water Supply Plans section.

Staff does not provide subjective evaluations or comments on the content or quality of any funding application; that is the role of the Selection Committee as a whole. The Selection Committee shall rank the eligible projects based on the guidelines and project eligibility criteria in the Alternative Water Supply Grant Program Criteria table, which follows.

Alternative Water Supply Grant Program Criteria

Total Points	Criteria	Guidelines for Scoring
15	Consumptive Use Permit Limiting Conditions (see page 17)	Proposed project fulfills water resource goals of the Basis of Review consumptive use permit specified in limiting conditions of an applicant's existing water use permit.
15	Goals and Objectives of Respective Regional Water Supply Plans (see page 19)	Proposed project is not only consistent with goals and objectives of the regional water supply plans, but actively supports them.
15	REDI	Project is being constructed in a Rural Economic Development Initiative community.
10	Reduced Dependence on Traditional Resources	The project replaces or reduces dependence on a traditional water source identified as sources of limited availability, and/or reduces competition with other water users for the same source.
10	Minimum Flows and Levels	Project supports minimum flows and levels in areas where these criteria have been established.
10	Efficient Reuse	The project increases the efficient use of reclaimed water as a source, and from a regional perspective, contributes to the use of reclaimed water where it is currently under utilized.
10	Environmental Benefits	The degree, to which the project enhances isolated wetlands, helps protect the Everglades and other environmentally sensitive areas, facilitates aquifer protection or reduces saltwater intrusion.
10	Cost Effectiveness	The degree, to which the project shows financial and economic cost effectiveness and efficiency.
5	Dependable, Sustainable Water Supply	Alternative supply is consistently available year-round.
100	TOTAL POINTS	



APPLICATION INSTRUCTIONS

Application Review Calendar

January 2004 – March 2004 (Application period):

Applications are received by the District. The District staff checks the application for eligibility requirements and notifies the Applicant of the application number and status. Applications are forwarded to the AWS Funding Selection Committee. Pre-application meetings will be held in various District locations during the months of February and March 2004.

April 2004 – July 2004 (Project eligibility and ranking):

Applicants are notified of the specific dates of the public workshops and are encouraged to attend. The District staff compiles the Committee's recommendations.

August 2004 – September 2004 (Ranked list provided to District's Governing Board):

The District staff presents recommendations to the District's Governing Board members as part of the District's budget process. The Governing Board finalizes awards. Funding award documents are mailed to successful applicants for signature.

October 2004 (Executable agreements sent to selected applicants):

The District executes funded project agreements.

November 2004 – December 2004 (Criteria changes for following year; funding encumbrance):

The District makes changes to the AWS Grant Program criteria; encumbers funding for successful applicants and monitors the projects.

Read the Instructions

Applicants are encouraged to read all of the instructions and requirements before completing and submitting the application package to the District. Application packages that are not completed as requested (including the correct number of copies) shall be declared ineligible and shall not be sent to the Selection Committee for consideration.

All applicants will be notified in writing of the final outcome on the funding application after the Governing Board's decision.

- 1) Before beginning to prepare the application, read the guidelines and instructions.
- 2) Complete all sections and fully answer all of the questions on the application form.
- 3) Answer the questions in a clear, concise manner. Make the application neat, presentable and easy to read. A typed application is preferred.
- 4) Secure all pages of the application copies in the proper order. Do not use hard-sided, three-ring binders or binder clips. Spiral binding or small, soft-sided, 3-ring binders are acceptable.

Application Format and Contents

In order to facilitate District review, applications should be organized in the following sequence:

- 1) Transmittal Letter
- 2) Application Form/Agreement
- 3) Statement of Work (Attachment “A”)
- 4) Funding Proposal
- 5) Certification from the Florida Secretary of State
- 6) Completed Alternative Water Supply Criteria Checklist
- 7) Readiness – Copies of certified architectural/engineering/construction cost estimates
- 8) Copies of complete permit applications from appropriate regulator
- 9) Certification of REDI community (if applicable)

Transmittal Letter

All applications should contain a transmittal letter highlighting the Applicant’s reasons for funding request. The letter, on letterhead, should provide a concise overview of the proposed project. This abstract should include the need for the project, the target audience, the area of District served, the primary strategies for implementation and evaluation of the short and long-term benefits of the project, and a proposed project management plan. The letter should describe how the proposal correlates to the mission, responsibilities and goals of the District. The letter shall name the person authorized to make representations on behalf of the Applicant, including the title, address, email address and telephone number of such person(s). **The letter shall declare that the application was prepared without collusion with any other person or entity submitting an application pursuant to the Funding Program.** A person authorized to bind the Applicant shall sign the transmittal letter indicating the person’s title and authority. All applications shall be addressed to Penny Burger, Contract Administrator.

In addition, attach a letter from the local government’s land use planning authority, certifying that the project is consistent with the local government’s comprehensive plan. (Do not include plan excerpts.)

Authorized Person

Each application by any entity shall state the name and address of all persons or entities having an interest in the application. Only a person having the legal authority to bind the Applicant shall sign the application. In no case, may an application be transferred or assigned by an applicant. The information contained in the selected application will be incorporated into the Alternative Water Supply Funding Program Agreement (Agreement); therefore, it is extremely important that project dates, key participants and proposed funding be accurate.



Statement of Work (Attachment “A”)

This section of the application shall explain the proposed Statement of Work, including a description of the approach, timetables and design and construction details of alternative water supply improvement(s). The Applicant shall prepare this section of the application in such a manner that the District can incorporate the proposed “Statement of Work” into the final Agreement with minimal changes. The following must be included in the Statement of Work:

Introduction: Provide a brief historical description of events leading to the current project needs. Explain how this project is consistent with a local government’s comprehensive plan. Describe how the project relates to other on-going or future projects, if applicable. Introduce key terms or acronyms that will be referred to throughout the Statement of Work.

Scope: Provide a brief, general description of the proposed project. The scope shall communicate a concise description of work objectives and how these objectives will achieve the project goal.

Project Justification: Provide a cost/benefit analysis and quantify the potential for significant and lasting benefits.

Work Breakdown Structure (WBS): Provide a methodology and rationale for the proposed approach, including a detailed description of each project element (i.e., step, task and/or phase), specifics about tasks and how each component relates to one another toward the objectives and scope of the overall project.

Location of the Project: Identify and describe the specific location of the project.

Schedule of Deliverables: Provide a detailed schedule of the project from start to completion. Completion shall be within thirty-six (36) months from the date of the encumbrance of the funds. Projects may be proposed for completion in phases as long as such phases are all completed within the maximum 36-month time frame.

Funding Proposal

The Applicant shall clearly state the total cost of the project, the estimated water savings and the amount of funds requested from the South Florida Water Management District. The Applicant shall clearly state the basis of the construction costs, such as the name of the design engineering firm that provided the construction estimate, and list by item, all cost elements associated with the requested funding.

The Applicant (with the exception of designated REDI communities) shall present evidence of financial commitment to the proposed project by providing details of project-related matching funds, including the type and value of in-kind services. A draft, an approved budget or other similar evidence of financial commitment will be acceptable.

All projects requesting funding support shall be completed within thirty-six (36) months, and shall state that, *“the request for support shall be applied only for the payment of capital or infrastructure costs for the construction of alternative water supply systems that provide alternative water supply.”*

Certification from the Florida Secretary of State

If the Applicant is a corporation or partnership, provide confirmation of the Applicant’s corporate status and good standing. If the Applicant is an out-of-state corporation, provide evidence of authority to conduct business in the State of Florida.

Insurance

Insurance coverage shall only apply if the work being performed is on District Property. Please contact Penny Burger at telephone number (561) 682-2536 for the District’s Certificate of Insurance specifying the coverage and limits required by the District.

Alternative Water Supply Criteria Checklist

The Applicant shall complete the Alternative Water Supply Criteria Checklist and submit it as part of the application. Failure to include this checklist shall be sufficient basis for the District to render the application ineligible.

Readiness of the Project

Provide documentation as follows:

- a) Professional Certification by Project Architect/Engineer – Submit the status of the project, i.e., the feasibility, planning or architectural plans (8-1/2" X 11" reduction) completed to date, along with the construction cost estimate. If the foregoing is being done internally, state as such.
- b) List and state the status of the required permit(s) applicable to the project. Attach a copy of the permit application(s).

Permits Required

The regional water resources belong to all of us. Since fresh water is not limitless, and the demand for water continues to rise every day, protection of this resources is needed to ensure safe, reliable supplies for the present and future. This protection is accomplished through the permitting process of the District.

The District’s authority to issue permits is contained in Chapter 373, F.S. and forms the basis of the District’s permitting rules.

Permits represent a contract between permittees and the District. Permit applications may be obtained from the District's Headquarters or regional Service Centers, or online at http://www.sfwmd.gov/org/reg/reg_forms.html. Failure to obtain a permit or to comply with the conditions of a permit, can result in a fine and other legal action.

Water Use Permits

A Water User Permit allows a user to withdraw a specified amount of water, either from the ground, a canal, a lake or a river.

Consumptive Use, Chapter 40E-2 of the Florida Administrative Code (F.A.C.), Rule 40E-2.041 details permit requirements for water use. Exceptions to these requirements are outlined in Rule 40E-2.051.

A Water Use Permit is needed to:

- dewater
- irrigate a golf course
- irrigate crops with either well water or surface water
- irrigate nursery stock
- water livestock from a well
- irrigate residential landscaping from either wells or surface waters
- withdraw water for industrial use
- withdraw water for public water supply

Specific Authority 373.044, 373.113, F.S.

Law Implemented 373.103(1), 373.219, 373.244, F.S.

History-New 9-3-81, Formerly 16K-2.03(1), (2)

A Water Use Permit is **not** needed for:

- single family homes or duplexes (provided all water is withdrawn from one well)
- fire fighting water purposes
- saltwater use
- reclaimed water use

Specific Authority 373.044, 373.113, 373.171, F.S.

Law Implemented 373.129, F.S.

History – New 9-3-81, Formerly 16K-2.025, Amended 2-24-85, 4-20-94

Permit Review

In reviewing the permit application, District staff is required to determine whether the proposed use:

- is reasonable and beneficial as defined in s. 373.019, F.S.
- will not interfere with other water users in the vicinity
- is consistent with the public interest
- will not harm the environment

The objective of the “Basis of Review for Water Use Permit Applications within the South Florida Water Management District – August 2003” is published by reference and incorporated into Rule 40E-2.091, Chapter 40E-2, F.A.C. The objective of the Basis of Review is to further specify the general procedures and information used by District staff for review of water use permit applications. The Basis of Review criteria address the evaluation of the potential impacts to the resource, existing legal users, the environment, saline water intrusion and water quality degradation. A current version of this document is available from the SFWMD Web site: http://www.sfwmd.gov/org/reg/rules/wu_bor_092003.pdf

Specific Authority 373.044, 373.113, 373.171, F.S.

Law Implemented 373.042, 373.0421, 373.219, 373.223, 373.224, 373.229, 373.232, 373.233, 373.236, 373.239, F.S.

History New 9-3-81, Formerly 16K-035(1), Amended 2-24-85, 11-21-89, 1-4-93, 4-20-94, 11-26-95, 7-11-96, 4-9-97, 12-10-97, 9-10-01, 12-19-01, 8-01-02

Excerpts From:
BASIS OF REVIEW FOR WATER USE
PERMIT APPLICATIONS WITHIN
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AUGUST 2003

Definitions

Aquifer – A geologic formation, group of formations or part of a formation that contains sufficient saturated, permeable material to yield significant quantities of water to wells and springs.

Fresh water – An aqueous solution with a chloride concentration equal to or less than 250 milligrams per liter (mg/L)

Saline Water – An aqueous solution with a chloride concentration greater than 250 mg/L and less than that of seawater

Seawater – An aqueous solution with a chloride concentration equal to or greater than 19,000 mg/L

Section 3.2

3.2 Sources of Water

District permits are required for all nonexempt existing and proposed uses of fresh and saline sources. Sources are described as surface water or groundwater, which can be further identified with the name of the water body and/or aquifer. Applicants using seawater or reclaimed water to meet their total water needs are not required to obtain water use permits. However, if these sources are utilized, in part to meet the Applicant's water demand, the Applicant should identify the quantities obtained from these sources that are used to meet the demand. If a source is not reliable throughout the year, the Applicant may request withdrawal quantities from secondary and standby sources of supply, which may be used when the primary supply is limited. The Permit will identify the secondary and backup sources and the conditions and time periods for which they are likely to be required.

Consideration must be given to the availability of the lowest quality water, which is acceptable for the intended use. If a water source of lower quality is available and is feasible for all or a portion of an applicant's use, this lower quality water must be used. Such lower quality water may be in the form of reclaimed water, recycled irrigation return flow, collected storm water, saline water or other sources.

Consumptive Use Permit Conditions:

The District also considers the use of alternative water supply if the source is identified as a source of limited availability. This is specified in Section 1.7.2.2 of the Basis of Review (see the following excerpt).

BASIS OF REVIEW Section 1.7.2.2

1.7.2.2 Special Duration Factors

- B. Source of Limited Availability. For purposes of the Section, the following are Sources of Limited Availability:
1. Upper East Coast Regional Water Supply Planning Area: Surficial Aquifer System.
 2. Lower East Coast Regional Water Supply Planning Area: Biscayne/Surficial Aquifer System to the extent that withdrawals result in induced seepage from the Central and Southern Florida Project, except when storm water discharge or wet season discharge occurs; Lake Okeechobee; Central and Southern Florida Project; the Caloosahatchee River/Canal; and the St. Lucie River/Canal.
 3. Lower West Coast Regional Water Supply Planning Area: Water Table Aquifer, Lower Tamiami Aquifer, Sandstone Aquifer, mid-Hawthorn Aquifer.
 4. Kissimmee Regional Water Supply Planning Area: Upper Floridan Aquifer.

Consideration of whether increased impacts of the requested allocation on the source of limited availability will be offset through the implementation of an alternative source will lead to a longer permit duration. On a case-by-case basis, the District may require by limiting condition, development of alternative water sources, consistent with the limiting conditions listed above.

Aquifer Storage and Recovery also requires a water use permit. This is specified in Section 3.10 of the Basis of Review (see the following excerpt).

BASIS OF REVIEW Section 3.10

3.10 Aquifer Storage Recovery Systems

Applicants for Aquifer Storage and Recovery (ASR) systems authorized per Rule 40E-5.041, F.A.C., shall demonstrate that the provisions of Rule 40E-2.301, F.A.C., are met during: a) diversion of the water for storage; b) the time period in which the water is introduced into an aquifer for storage and stored within the aquifer; and c) recovery of the stored water. Unless otherwise noted below, the criteria used to demonstrate that the provisions of Rule 40E-2.301, F.A.C., are met are contained in applicable sections in the Basis of Review.

Impact evaluations shall be based on the reasonable demand for water associated with the proposed ASR system. The reasonable demand for ASR water will be based on the volume of water needed for recovery by the ASR system considering losses related to the initial volume stored for recovery.

- A. Reasonable Demand: The allocation for the proposed project without ASR shall be calculated using methods contained in Section 2.0 for the appropriate use class such that the total project allocation with the ASR component provides for the 1 in 10 year drought demands of the project. The final allocation for the project will be adjusted, if necessary, for storage losses based on the nature of the demand for water as described as follows.
1. For projects with water demands that are expected to increase over the duration of the permit, the incremental demands shall be calculated in five-year increments. The volume of water calculated at the end of each five-year period (Q) is available for seasonal storage during that five-year cycle. For each of the five years, the amount of water stored combined with the amount of water used shall not exceed the annual average permitted volume of the fifth year (Q). This allows the user to store both the unused portion of the allocation and the seasonal component of the demand. By the end of the five year cycle, a sufficient buffer zone in the storage horizon should be built up to provide for efficient recovery of the seasonal demand component. However, should the applicant demonstrate through past ASR performance or documentation of unique aquifer characteristics of the storage horizon (such as high permeability and poor confinement) that high losses of the stored fresh water occur, a supplemental allocation to account for the losses may be requested. The amount of supplemental water needed to account for the ASR losses shall be evaluated as to the overall efficiency of the water supply system. In the event that the volume of water lost during injection and storage is large (30% or more), the applicant shall evaluate and implement options to reduce the losses to an acceptable level.
 2. For projects that will achieve the build out demand within five years of permit issuance or which have demands that are not expected to increase, the reasonable demand shall be determined by the seasonal shift in demand combined with a supplemental allocation to account for losses should site specific characteristics of the storage horizon warrant.

For projects where the site specific characteristics of the storage horizon result in the need for additional allocation to cover storage losses, the applicant shall quantify the losses and request an adjustment in the annual allocation to account for reasonable storage losses. The losses shall be based on the degree to which the recovered water, combined with the conventional supply, produces a water quality that is usable for the permitted demand based on federal, state and local water quality standards.

- B. Resource Protection: The applicant shall demonstrate that the diversion of water for storage in an ASR system shall not cause harm to the water resource as outlined in Rule 40E-2.301(1), F.A.C., during the wet and dry seasons. As part of this demonstration, the applicant shall provide reasonable assurances that the wet season demands for the ASR diversions do not cause harm to wetlands and other surface waters or harmful saline water intrusion.
- C. Impacts to Existing Legal Users: The applicant shall identify the area of influence based on the volume of water calculated under subsection A., above. The area of influence of an ASR system shall address two factors: i) the area affected by the pressure change resulting from the injection and removal of stored water; and ii) the orientation of the stored fresh water and associated buffer zone. The applicant shall identify all existing legal uses within the area of influence and provide reasonable assurance that the operation of the proposed ASR system will not cause interference per the criteria contained in Section 3.7.
- D. An ASR monitoring program will be required in the event there is a potential for interference with an existing legal user or harm to the water resources. Such a monitoring program will include monitor well(s) to measure aquifer pressure and water quality. In addition, monitoring of the quantities of water that is stored and recovered shall be measured and reported for permitted ASR systems.

Goals and Objectives of the Regional Water Supply Plans

Goal: **Assure** an adequate water supply for all existing and projected reasonable and beneficial uses

Objective 1: **Increase** available water supplies and maximize overall water use efficiency to meet identified existing and future needs

Objective 2: **Prevent** contamination of water supply sources

Regional Implementation Strategies – Water Supply Plans:

Kissimmee Basin Water Supply Plan

Orange and Osceola County Areas:

- Minimize Floridan Aquifer draw down through recharge
- Minimize Floridan Aquifer draw down by reducing demands through conservation
- Optimize use of the Floridan Aquifer through hydrologic evaluation and develop alternatives

Lake Istokpoga And Indian Prairie:

- Develop alternative water resources
- Develop a water management plan for Lake Istokpoga/Indian Prairie Basin
- Initiate and maintain coordination among water management districts
- Continue regulation and regulatory rulemaking efforts

Upper East Coast Water Supply Plan

- Increase surface water storage
- Utilize aquifer storage and recovery
- Use the Floridan Aquifer as an alternative water source
- Reduce demands through urban and agricultural conservation
- Increase use of reclaimed water
- Encourage utility interconnects
- Continue regulation and regulatory rulemaking efforts

Lower West Coast Water Supply Plan

- Promote efficiency and/or conservation or reuse of water resources
- Further develop alternative sources of water, primarily the Floridan Aquifer
- Increase use of reclaimed water
- Encourage a regional irrigation system
- Establish the practicality of seawater use
- Enhance storage of water for urban irrigation purposes, water supply delivery or retention/detention for environmental or hydrologic purposes
- Increase surface water storage and utilize aquifer storage and recovery
- Continue regional water supply planning

Lower East Coast Regional Water Supply Plan

- Investigate and improve regional saltwater intrusion management
- Improve resource simulation through model refinement
- Utilize aquifer storage and recovery
- Increase surface water storage
- Implement well abandonment programs
- Increase surface water storage
- Increase water reuse
- Further the development of alternative water sources
- Continue regulation and regulatory rulemaking efforts
- Reduce demands through urban and agricultural conservation
- Restore and improve hydropatterns
- Improve project operating protocols and schedules
- Complete and implement subregional studies and plans where needed
- Develop and implement vegetation management plans
- Continue regulation and regulatory rulemaking efforts
- Establish the practicality of seawater use
- Increase aquifer recharge



APPLICATION

2004-2005 SOUTH FLORIDA WATER MANAGEMENT DISTRICT ALTERNATIVE WATER SUPPLY FUNDING PROGRAM APPLICATION FORM

Application No: **AWS - 05** _____
(District to provide)

<p>The undersigned Applicant has read all of the terms and conditions of the Alternative Water Supply Funding Program Guidelines and Application, and certifies that all of the information contained within this application and subsequent Attachments is true and correct to the best of its knowledge.</p>	
Applicant's Legal Name: (State Div./Dept. if applicable)	Applicant's Address:
Project Title: Description:	Funding Amount Requested: County in which Project will be Built:
Type of Organization:	Date of Incorporation: State of Incorporation: Federal ID No.:
<p>Has your organization ever received funding under the Alternative Water Supply Program?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Year last received: _____ Amount of Funding Received: _____</p> <p>Is the Project(s) Still Ongoing? Yes <input type="checkbox"/> No <input type="checkbox"/> District's Contract Number(s): _____</p> <p>Expected Completion Date(s): _____</p> <p>Current Status of the Project(s): _____</p>	
Authorized Person's Name: Signature: _____ <i>Must be signed by entity</i> Title: _____	Telephone Area Code /Number: Fax Number:



ATTACHMENT “A”
STATEMENT OF WORK

- 1.0 INTRODUCTION**
- 2.0 SCOPE**
- 3.0 PROJECT JUSTIFICATION**
- 4.0 WORK BREAKDOWN STRUCTURE**
- 5.0 LOCATION OF PROJECT**
- 6.0 SCHEDULE OF DELIVERABLES**



Alternative Water Supply Criteria Checklist

This form must be ***completely*** filled out with appropriate statements in the space provided (no references to text), including all requested documents. This form must appear immediately after the Certification from the Florida Secretary of State. Failure to properly complete this checklist will cause the District to deem the application ineligible. Do not exceed the space provided for answers to each question.

1. Give a brief description of the project.

2. Indicate the type of alternative supply to be utilized (check all that apply).

<input type="checkbox"/> wastewater reuse	<input type="checkbox"/> stormwater reuse
<input type="checkbox"/> reverse osmosis	<input type="checkbox"/> brine reuse
<input type="checkbox"/> blending	<input type="checkbox"/> aquifer storage and retrieval
<input type="checkbox"/> other (describe) _____	

3. Provide the following:

Amount of funding requested	_____
Total project cost	_____
Proposed percentage of SFWMD funding	_____
Source(s) of other funds	_____
Matching funds	_____
Is the Applicant a REDI Community?	_____

4. Would the Applicant be willing to accept less than 50 percent funding?

_____ yes _____ no

How would an award of less than 50 percent affect the project timing and completion?

5. Does the Applicant have budgeted funds available to pay for the Applicant's share of the project cost?

_____ yes _____ no

6. If the Applicant is a public utility, does this project appear on its Capital Improvement Plan?

_____ yes _____ no

7. Will water from this project directly replace an existing or proposed withdrawal from a potable source?

_____ yes _____ no

> If yes, state the quantity of potable water to be replaced:

Quantity _____ (thousand ____; million____) gallons per (day ____; year____)

> If yes, what percentage does the new water source represent of the utility's total withdrawal?
_____ %

Identify the potable water source that the water produced will replace or offset:

> If no, explain the water supply benefit:

8. Does the project provide other water resource benefits in addition to water supply (such as improving water quality)?

_____ yes _____ no

> If yes, briefly describe how the benefits would be realized:

9. List the permits necessary for this project - include copies of permit(s) or permit application(s):

10. Is the project being undertaken in response to permit conditions issued or enforcement actions taken against the Applicant by the SFWMD or any other agency?

_____ yes _____ no

> If yes, explain:

> If yes, provide the cost associated with permit conditions/enforcement action: \$_____

11. For applicants with 20 year permits, or eligible for same, what percentage of the utility's reuse goal is represented by this project? _____%

12. Has the Applicant received funding from the SFWMD for other projects?

_____ yes _____ no

13. Is the current application for subsequent funding to a multi-year project previously funded under this program?

_____ yes _____ no

14. Do you currently have contracts with the District under this program?

_____ yes _____ no

> If yes, provide contract number(s):

15. Provide the expected completion date(s) for the contract number(s) listed previously (if applicable):

16. Provide the current status of the contract(s) listed previously (if applicable):

17. Is the Applicant subject to Rural Economic Development Initiative (REDI) requirements?

_____ yes _____ no

> If yes, attach verification information consistent with Section 288.0656 of the Florida Statutes.



**SAMPLE AGREEMENT BETWEEN THE DISTRICT
AND THE APPLICANT**



**2004 – 2005 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ALTERNATIVE WATER SUPPLY
FUNDING PROGRAM AGREEMENT
SAMPLE**

Recipient: Recipient's Project Manager: Address: Telephone No: Fax No:	Contract Number: Governing Board Approval Date: District Funding Amount: \$ _____
SFWMD Project Manager: Address: Telephone No: Fax No:	
Insurance: Applicable / Not Applicable	
Federal Employer Identification Number:	
Project Title: Description:	

This **Agreement** is entered into between “the Parties”, the South Florida Water Management **District**, the “**District**” and the undersigned Applicant, hereinafter referred to as the “**Recipient**.” The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Statement of Work,” attached hereto as Attachment “A”, and made a part of this **Agreement**.
- 1.2 As part of the services to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 The **Recipient** shall submit to the **District**, proof of Florida Department of Environmental Protection and SFWMD permit applications as part of the documentation package. Lack of required permit applications shall cause the **District** to deem the project ineligible.

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the Construction Start Date (date of encumbrance of funds) stated by the **Recipient** on the last page of this **Agreement** and shall continue for a period of thirty-six (36) months.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

- 3.1 As consideration for providing the goods and services required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on front page. Such amount is a not to exceed amount and therefore, no additional consideration shall be authorized. **Recipient** shall provide at least fifty (50) percent of the total project cost, with the exception of designated REDI communities.
- 3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Attachment “A.” By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Attachment “A.”

- 3.3 The **Recipient** hereby agrees not to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for capital or infrastructure costs for the construction activities described in Attachment “A.”

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the final deliverable as described in Attachment “A.” The **Recipient** shall provide certification that all construction has been completed in accordance with Attachment “A” of this **Agreement**.
- 4.2 The **Recipient's** invoice shall reference the **District's** Contract Number and shall be sent to the Project Manager at the address stated on the first page of this **Agreement**. The **Recipient** shall not submit an invoice to any other address at the **District**.
- 4.3 The **District** shall have the right to inspect all work and review final reports before authorization of payment is made to the **Recipient**. The **District** shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the **Recipient** has performed the work according to the terms and conditions of this **Agreement**. Funding shall be withheld if the **Recipient** has not submitted required reports or met all of the administrative requirements of this program.
- 4.4 Upon award of the **Agreement**, the **Recipient** shall provide to the **District** a detailed schedule of the Project. The **Recipient** shall provide three (3) copies of progress reports every three months to the **District**, which shall describe the extent of Project completion. Upon request by the **District**, the **Recipient** shall provide as supporting documentation, all work products associated with the completion of the tasks designated in the Work Breakdown Structure and Schedule of Deliverables in Attachment “A”, attached hereto this **Agreement**.
- 4.5 Failure by the **Recipient** to follow the instructions contained in this article may result in an unavoidable delay of payment by the **District**.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement**, other than invoices and notices, to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands or other communications to the **Recipient** under this **Agreement** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the address stated.

All notices to the **District** under this **Agreement** shall be in writing and sent by certified mail to:
South Florida Water Management **District**
Attn: (**District** Project Manager's name as stated on the first page of the **Agreement**)
(Address as stated on the first page of the **Agreement**)

- 5.3 All notices required by this **Agreement** shall be considered delivered *upon receipt*. Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's** Contract Number.

ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 If **Recipient** fails to fulfill its obligations under this **Agreement** in a timely and proper manner, the **District** shall have the right to terminate this **Agreement** by giving written notice of any deficiency. The **Recipient** in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the **Recipient** fails to correct the deficiency within this time, the **District** shall have the option to terminate this **Agreement** at the expiration of the ten (10) day time period.
- 6.2 If the **Recipient** materially breaches its **Agreement** with the **District**, the **Recipient** may be placed on the **District's** Suspension of Contractors List pursuant to Rule 40E-7, Part II, F.A.C.
- 6.3 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective.
- 6.4 In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.5 In the event the **Recipient's** funding becomes unavailable, that shall be good and sufficient cause for the **District** to terminate the **Agreement**, pursuant to Paragraph 6.3, above.

- 6.6 In the event a dispute arises, which the Project Manager cannot resolve, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 7 - RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.

B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, F.S. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

- 8.4 Pursuant to s. 216.347, F.S., the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.
- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 The **Recipient** hereby assures that it is not in the State's Convicted Vendor List, or the **District's** Suspension of Contracts List.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

- 9.1 The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save and hold the **District**, its agents, assigns and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state or local law or regulation, by the **Recipient**, its subcontractors, agents, assigns, invitees or employees in connection with this **Agreement**. The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this **Agreement**. The provisions of this paragraph survive the termination or expiration of this **Agreement**.

- 9.2 The following shall only apply if the work is being performed on **District** property:

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **District's** Certificate of Insurance, attached and made a part of this **Agreement**. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The attached **District's** Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The insurance carrier's authorized representative shall sign the Certificate.

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** is an independent contractor and is not an employee or agent of the **District**. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the **District** and the **Recipient**, its employees, agents, subcontractors or assigns, during or after the performance of this **Agreement**. The **Recipient** is free to provide similar services for others.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work - Attachment "A" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this **Agreement** shall conflict, or appear to conflict, the **Agreement**, including all Attachments, and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.
- 11.6 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 11.7 The **Recipient** shall obtain prior written approval from the **District** for any publicity, media event, endorsement or advertisement arising out of this award.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Frank Hayden, Procurement Director

Date: _____

Recipient's Legal Name: _____

By Authorized Official: _____

Title: _____

Date: _____

Project Start Date: _____

Estimated Project Completion Date: _____

SFWMD Procurement Approved:

By: _____ Date: _____



2003 – 2004 ALTERNATIVE WATER SUPPLY

FUNDING RECIPIENTS

Organization	Project	Funding Amount
Belle Glade	Lake Region Water Facility	\$200,000
South Bay	Lake Region Water Facility	\$200,000
Pahokee	Lake Region Water Facility	\$200,000
Clewiston	Lake Region Water Facility	\$200,000
South Shore Water Association	Lake Region Water Facility	\$200,000
Kissimmee	Stormwater Reuse	\$200,000
St. Cloud	Reclaimed Water System Expansion	\$100,000
Orange County	Ginn Property Reuse	\$100,000
Florida Keys Aquaduct Authority	Blending Aquifer Storage & Recovery Well	\$200,000
Miami Beach	Normandy Shores Golf Club	\$200,000
Palm Beach County	Century Village Reuse	\$200,000
Wellington	Reuse System Expansion	\$100,000
Manalapan	Floridan Aquifer Supply Wells	\$100,000
Hollywood	Reclaimed water system exp	\$100,000
North Miami Beach	Nanofiltration Concentrate Treatment	\$100,000
South Central Region Wastewater Treatment	Reclaimed Water Treatment Expansion	\$100,000
Jupiter Utilities	Reverse Osmosis Expansion	\$100,000

Organization	Project	Funding Amount
Tequesta	Reverse Osmosis Expansion	\$100,000
Miami-Dade Water & Sewer Dept	Ultra Violet Disinfection-West WF	\$200,000
Miami-Dade Water & Sewer Dept	Ultra Violet Disinfection-Southwest WF	\$100,000
Jupiter Town	Reverse Osmosis Wells	\$100,000
Ft. Myers	Central WWTF Reclaimed Water Expansion	\$200,000
Naples	Reclaimed Water System Expansion	\$100,000
Collier County	Aquifer Storage & Recovery Expansion	\$100,000
Cape Coral	Reclaimed Water Supplemental Source	\$100,000
Fort Myers	Reverse Osmosis Expansion	\$100,000
Bonita Springs	New Reverse Osmosis Wellfield	\$100,000
Bonita Springs	San Carlos Aquifer Storage & Recovery Wells	\$100,000
Bonita Springs	Reverse Osmosis Treatment	\$100,000
Ft. Pierce Utility Authority	Reclaimed Water System	\$100,000
Port St. Lucie Westport Reuse	Westport Reclaimed Water System	\$100,000
Martin County Utilities	North Reclaimed Water System Expansion	\$100,000
South Martin Regional Utility	Reclaimed Water System Expansion	\$100,000
Martin County	Tropical Farms Reverse Osmosis Wellhead	\$100,000
Total		\$4,500,000



sfwmd.gov

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
561-686-8800 • FL WATS 1-800-432-2045
www.sfwmd.gov

MAILING ADDRESS: P.O. Box 24680
West Palm Beach, FL 33416-4680